

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
MAKHTESHIM AGAN OF NORTH AMERICA, INC.
Individual(s), Association, General Partnership, Limited Partnership, Corporation- State: Delaware, Other, Citizenship (see guidelines), Additional names of conveying parties attached?

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached?
Name: NUFARM AMERICAS INC.
Internal Address:
Street Address: 1333 Burr Ridge Parkway, Suite 125
City: Burr Ridge
State: Illinois
Country: U.S.A. Zip: 60527
Association Citizenship, General Partnership Citizenship, Limited Partnership Citizenship, Corporation Citizenship Illinois, Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :
Execution Date(s) reel 2918, frame 0824
Assignment, Merger, Security Agreement, Change of Name, Other correct spelling of assignee's name

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 784,229
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Dianne M. Smith-Misemer
Internal Address:
Sonnenschein Nath & Rosenthal LLP
Street Address:
P. O. Box 061080 Wacker Drive Station
City: Chicago
State: Illinois Zip: 60606-1080
Phone Number: (816) 460-2400
Fax Number: (816) 531-7545
Email Address: trademarks@sonnenschein.com

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00
Authorized to be charged by credit card, Authorized to be charged to deposit account, Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 1008 Expiration Date July 2006
b. Deposit Account Number
Authorized User Name

9. Signature: Dianne M. Smith-Misemer Signature Date: May 12, 2005
Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 0784229

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Assignment*"), is entered into by and between MAKHTESHIM AGAN OF NORTH AMERICA, INC. with its principal place of business at 551 Park Avenue, New York, N.Y. ("*MANA*") and NUFARM AMERICAS INC., an Illinois corporation with its principal place of business at 1333 Burr Ridge Parkway, Suite 125, Burr Ridge IL 60527, U.S.A. ("*Nufarm*")

each individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, by Order of the United States Bankruptcy Court, Southern District of New York dated October 8, 2002 in Case Nos. 02-11039 and 02-11040 (the "Order"), and a Purchase Agreement with Cedar Chemical Corporation ("*Cedar*") of the same date (the "*Purchase Agreement*"), MANA did on the 14th day of October 2002 purchase the common law trademarks, registered trademarks, applications to register trademarks, intent-to-use applications and other registrations or applications, and acquired the right, title, interest and goodwill, related to trademarks listed on Schedule I, attached hereto (the "*Assigned Marks*").

WHEREAS, Nufarm, the successor of MANA's ongoing and existing business, or portion thereof, to which the Trademarks pertain, is desirous of acquiring the full right, title and interest in, to and under the Assigned Marks and the goodwill accrued in connection and associated therewith.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. In connection with the conveyance of those business assets to which the trademarks pertain, MANA, as owner of the Assigned Marks, does hereby assign, transfer, convey and set over unto Nufarm its full right, title and interest, including common law rights, in the United States of America, and in all countries and jurisdictions of the world, in, to and under the Assigned Marks, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Nufarm, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Nufarm, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by MANA had this assignment not been made.

Section 2. Representation and Warranty by MANA. MANA hereby represents and warrants to Nufarm that MANA has not executed and will not execute any agreement in conflict herewith. MANA has disclosed to Nufarm that it received from Cedar the assignments appended hereto as Schedules II-A and II-B but has not taken any steps to perfect those transfers through filings with the U.S. Patent and Trademark Office or otherwise. MANA agrees, as further specified in Section 3 of this Agreement, to work in good faith with Nufarm to assist Nufarm's perfection of its title in, to and under the Assigned Marks

Section 3. Covenant by MANA. MANA agrees that it will, upon Nufarm's reasonable request, execute and deliver all such instruments and other documents, as may be necessary or desirable to perfect Nufarm's title in, to and under the Assigned Marks.

Section 4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

Section 6. Entire Agreement. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

MAKHTESHIM AGAN OF NORTH AMERICA, INC.

By: 

Name: Daniel A. Parat

Title: Chairman of the Board of Directors

Date: November 16th, 2003

NUFARM AMERICAS, INC.

By: _____

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment by their duly respective officers as of the date first written above.

MAKHTESHIM AGAN OF NORTH AMERICA, INC.

By: _____
Name:
Title:
Date:

NUFARM AMERICAS, INC.

By: *D. Ramirez*
Name: D. RAMIREZ
Title: DIRECTOR
Date: 25 Nov 05

SCHEDULE 1

Trademark Registrations

Word Mark BUTOXONE
Goods and Services IC 005. US 006. G & S: WEED KILLER. FIRST USE: 19620330.
FIRST USE IN COMMERCE: 19620330
Mark Drawing Code (1) TYPED DRAWING
Serial Number 72177230
Filing Date September 18, 1963
Registration Number 0784229
Registration Date February 2, 1965
Renewal 1ST RENEWAL 19850222
Live/Dead Indicator LIVE

Word Mark BUTOXONE SB
Goods and Services IC 005. US 006. G & S: WEED KILLER. FIRST USE: 19620330.
FIRST USE IN COMMERCE: 19620330
Mark Drawing Code (1) TYPED DRAWING
Serial Number 72177229
Filing Date September 18, 1963
Registration Number 0784227
Registration Date February 2, 1965
Renewal 1ST RENEWAL 19850222
Live/Dead Indicator LIVE

Schedule II-A

ASSIGNMENT OF REGISTERED TRADEMARK

Mark: Butoxone SB
Registration No.: 784,227
Date of Registration: 2/2/65
Class No(s): 6

ASSIGNOR

Cedar Chemical Corporation
5100 Poplar Avenue, Suite 2414
Memphis, TN 38137

ASSIGNEE

Makhteshim Agan of North America Inc.
551 Fifth Avenue, Suite 1100
New York, NY 10176

Assignor is, and has been, the owner of the registered trademark shown above since April 11, 1986.

For valuable consideration received, Assignor grants and assigns all of Assignor's interest in the trademark and its registration, together with the part of the goodwill of Assignor's business connected with the use of the mark.

CEDAR CHEMICAL CORPORATION

By: _____
Name: Yehuda Yoked
Title: President

Schedule II-B

ASSIGNMENT OF REGISTERED TRADEMARK

Mark: Butoxone
Registration No.: 784,229
Date of Registration: 2/2/65
Class No(s): 6

ASSIGNOR

Cedar Chemical Corporation
5100 Poplar Avenue, Suite 2414
Memphis, TN 38137

ASSIGNEE

Makhteshim Agan of North America Inc.
551 Fifth Avenue, Suite 1100
New York, NY 10176

Assignor is, and has been, the owner of the registered trademark shown above since April 11, 1986.

For valuable consideration received, Assignor grants and assigns all of Assignor's interest in the trademark and its registration, together with the part of the goodwill of Assignor's business connected with the use of the mark.

CEDAR CHEMICAL CORPORATION

By: _____
Name: Yehuda Yoked
Title: President